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14 **UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

16 TIFFANY BURTON, an individual,  
17 and CHARLES BURTON, an  
18 individual,

19 Plaintiffs,

20 v.

21 NUTRIBULLET, LLC, a California  
22 Limited Liability Company, and  
23 DOES 1-10, inclusive,

24 Defendants.

Case No.: CASE NO.: 2:17-cv-03358-  
DMG-AFM

**STIPULATED PROTECTIVE  
ORDER**

Complaint filed: 05/03/17

Discovery Cut-off: 05/15/18

Pre-Trial Conf.: 08/21/18

Trial: 09/18/18

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1           This matter having come before the Court pursuant to Local Civil Rule 37-  
2 2.1, and Plaintiffs Tiffany Burton and Charles Burton (“Plaintiffs”) and Defendant  
3 Nutribullet, L.L.C., Call to Action, L.L.C, Homeland Housewares, L.L.C., Capital  
4 Brands, L.L.C., and Nutriliving, L.L.C. (“Defendant” and collectively with  
5 Plaintiffs the “Parties” or individually as “Party”) having stipulated to the process  
6 set forth herein, it is hereby ORDERED:

7 1.     A.     PURPOSES AND LIMITATIONS

8           Discovery in this Action may involve production of confidential,  
9 proprietary, or private information requiring special protection from public  
10 disclosure and use for purposes other than this litigation. Accordingly, the Parties  
11 stipulate to and petition the Court to enter this Stipulated Protective Order. The  
12 Parties acknowledge that this Order does not confer blanket protections on all  
13 disclosures or responses to discovery and that the protection it affords from public  
14 disclosure and use extends only to the limited information or items that are entitled  
15 to confidential treatment under the applicable legal principles. The Parties also  
16 acknowledge that Plaintiffs, pursuant to 12 U.S.C. § 5566, have an obligation to  
17 transmit to the Attorney General of the United States evidence that may constitute  
18 a Federal crime, and pursuant to 12 CFR § 1070.45(a)(5), may disclose  
19 confidential investigative information in summary form to law enforcement and  
20 other government agencies to the extent necessary to notify such agencies of  
21 potential violations of laws subject to their jurisdiction. Plaintiffs further  
22 acknowledge their obligations and restrictions under 12 CFR § 1070.41 on their  
23 ability to disclose confidential information except as required by law and as  
24 provided in 12 CFR Part 1070, and as provided in 5 U.S.C. § 552a. This Order  
25 does not automatically authorize the filing under seal of material designated under  
26 this Order. Instead, the Parties must comply with Local Rule 79-5 if they seek to  
27 file anything under seal. This Order does not govern the use at trial of material  
28 designated under this Order.

1           B.     GOOD CAUSE STATEMENT

2           This action is likely to involve the exchange of non-publicly-available  
3 documents and other information of a sensitive, confidential, or proprietary nature,  
4 including federal agency records, loan files containing confidential borrower  
5 information, and other governmental and corporate records that may contain  
6 confidential and personally identifiable information<sup>1</sup> (“PII”), including social  
7 security numbers, federal personal addresses, personal email addresses, and bank  
8 statements. Special protection from public disclosure and from use for any  
9 purpose other than prosecution or defense of this action is warranted for these  
10 documents and other information. Such sensitive, confidential and proprietary  
11 documents and other information consist of, among other things, confidential  
12 business or financial information, information regarding borrowers (including  
13 information implicating privacy rights of third parties), information otherwise  
14 generally unavailable to the public, or that may be privileged or otherwise  
15 protected from disclosure under state or federal statutes, court rules, case  
16 decisions, or common law. Accordingly, to expedite the flow of information, to  
17 facilitate the prompt resolution of disputes over confidentiality of discovery  
18 materials, protect information the Parties are entitled to keep confidential, ensure  
19 that the Parties are permitted reasonable necessary uses of such material in  
20 preparation for and in the conduct of trial, address their handling at the end of the  
21 litigation, and serve the ends of justice, a protective order for such information is  
22 justified in this matter. It is the intent of the Parties that a confidential designation  
23 will not be made for tactical reasons and that nothing will be so designated without  
24 a good faith belief that it has been maintained in a confidential, non-public manner,

25  
26  
27 <sup>1</sup> Office of Management and Budget (OMB) Memorandum 07-16, Safeguarding Against and Responding to the  
28 Breach of Personally Identifiable Information, May 22, 2007(OMB M-07-16), defines PII as “information which  
can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric  
records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to  
a specific individual, such as date and place of birth, mother’s maiden name, etc.”

1 and that there is good cause why it should not be part of the public record of this  
2 case.

3 2. DEFINITIONS

4 2.1 Action: The following case pending in the United States District  
5 Court for the Central District of California: *Tiffany Burton, et al. v. Nutribullet,*  
6 L.L.C., et al. Case No. 2:17-cv-03358-DMG-AFM.

7 2.2 Challenging Party: A Party or Non-Party that challenges the  
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
10 how it is generated, stored, or maintained) or tangible things that qualify for  
11 protection under Federal Rule of Civil Procedure 26(c) and as specified above in  
12 the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
14 their support staff).

15 2.5 Designating Party: A Party or Non-Party that designates information  
16 or items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced  
21 or generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve  
24 as an expert witness or as a consultant in this Action, unless and until such person  
25 is excluded by order of the Court.

26 2.8. “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”:  
27 competitively sensitive information such as trade secrets or proprietary business  
28 practices that if revealed to another Party would put the Designating Party at a

1 competitive disadvantage or provide the Receiving Party with an unfair  
2 competitive advantage. This designation shall also apply to the matters set forth  
3 under section 4.2 below, except that Plaintiffs may treat material designated as  
4 “Highly Confidential – Attorney Eyes Only” as though it were marked  
5 “Confidential” under this Order.

6       2.9   House Counsel: attorneys who are employees of a Party to this  
7 Action. House Counsel does not include Outside Counsel of Record or any other  
8 outside counsel.

9       2.10   Law Enforcement Personnel: employees of a United States federal or  
10 state entity charged with enforcing criminal or civil laws.

11       2.11   Non-Party: any natural person, partnership, corporation, association,  
12 or other legal entity not named as a Party to this Action.

13       2.12   Outside Counsel of Record: attorneys who are not employees of a  
14 Party to this Action but are retained to represent or advise a Party to this Action  
15 and have appeared in this Action on behalf of that Party or are affiliated with a law  
16 firm that has appeared on behalf of that Party, including support staff.

17       2.13   Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, contractors, retained experts, and Outside Counsel of  
19 Record.

20       2.14   Producing Party: A Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22       2.15   Professional Vendors: persons or entities that provide litigation-  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26       2.16   Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”  
28

2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial, except as stated explicitly herein.

4. DESIGNATING PROTECTED MATERIAL

4.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

1           4.2   Manner and Timing of Designations. Except as otherwise provided in  
2 this Order or as otherwise stipulated or ordered, Disclosure or Discovery Material  
3 that qualifies for protection under this Order must be clearly so designated before  
4 the material is disclosed or produced.

5           Designation in conformity with this Order requires:

6           (a) for information in documentary form (e.g., paper or electronic  
7 documents, but excluding transcripts of depositions or other pretrial or trial  
8 proceedings), that the Producing Party affix at a minimum, the legend  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
10 ONLY” (hereinafter “CONFIDENTIAL/HIGHLY CONFIDENTIAL legend”), to  
11 each page that contains protected material. If only a portion of the material on a  
12 page qualifies for protection, the Producing Party also must clearly identify the  
13 protected portion(s) (e.g., by making appropriate markings in the margins). A Party  
14 or Non-Party that makes original documents available for inspection need not  
15 designate them for protection until after the inspecting Party has indicated which  
16 documents it would like copied and produced. During the inspection and before the  
17 designation, all of the material made available for inspection shall be deemed  
18 “HIGHLY CONFIDENTIAL– ATTORNEY EYES ONLY.” After the inspecting  
19 Party has identified the documents it wants copied and produced, the Producing  
20 Party must determine which documents, or portions thereof, qualify for protection  
21 under this Order. Then, before producing the specified documents, the Producing  
22 Party must affix the “CONFIDENTIAL/HIGHLY CONFIDENTIAL legend” to  
23 each page that contains Protected Material. If only a portion of the material on a  
24 page qualifies for protection, the Producing Party also must clearly identify the  
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26           (b) for testimony given in depositions, the protected testimony the  
27 Designating Party identifies (i) on the record before the close of the deposition, or  
28 (ii) up to 14 days after receipt of the deposition transcript if on the record during

1 the deposition or in writing before the end of the next business day after the  
2 deposition, the Designating Party indicates an intent to so identify protected  
3 testimony. Before the expiration of the 14-day period for designation, a transcript  
4 shall be treated during that period as if it had been designated HIGHLY  
5 CONFIDENTIAL – ATTORNEY EYES ONLY unless otherwise agreed.

6 (c) for information produced in some form other than documentary and for  
7 any other tangible items, that the Producing Party affix in a prominent place on the  
8 exterior of the container or containers in which the information is stored the legend  
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
10 ONLY.” If only a portion or portions of the information warrants protection, the  
11 Producing Party, to the extent practicable, shall identify the protected portion(s).

12 4.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such  
15 material. Upon timely correction of a designation, the Receiving Party must make  
16 reasonable efforts to assure that the material is treated in accordance with the  
17 provisions of this Order.

## 18 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 5.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order and this Protective Order.

22 5.2 Meet and Confer. The Challenging Party shall initiate the dispute  
23 resolution process under Local Rule 37-1 et seq.

24 5.3 Joint Stipulation. All challenges to confidentiality designations shall  
25 proceed under Local Rule 37-1 through Local Rule 37-4, including the  
26 requirement to submit challenges to the Court via a joint stipulation pursuant to  
27 Local Rule 37-2, or pursuant to the orders of the assigned Judge or Magistrate  
28 Judge

1           5.4    The burden of persuasion in any such challenge proceeding shall be  
2 on the Designating Party. Frivolous challenges or designations, and those made for  
3 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
4 on other Parties) may expose the Challenging or Designating Party to sanctions.  
5 Unless the Designating Party has waived or withdrawn the confidentiality  
6 designation, all Parties shall continue to afford the material in question the level of  
7 protection to which it is entitled under the Producing Party's designation until the  
8 Court rules on the challenge.

9   6.    ACCESS TO AND USE OF PROTECTED MATERIAL

10       6.1   Basic Principles. A Receiving Party may use Protected Material that  
11 is disclosed or produced by another Party or by a Non-Party in connection with  
12 this Action only for prosecuting, defending, or attempting to settle this Action  
13 unless another use is authorized by this Order or required by federal statute or  
14 regulation applicable to Plaintiffs. Such Protected Material may be disclosed only  
15 to the categories of persons and under the conditions described in this Order. When  
16 the Action has been terminated, a Receiving Party must comply with the  
17 provisions of section 11 below (FINAL DISPOSITION). Protected Material must  
18 be stored and maintained by a Receiving Party at a location and in a secure manner  
19 that ensures that access is limited to the persons authorized under this Order.

20       6.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

24           (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
25 as employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;

27           (b) the officers, directors, and employees (including House Counsel) of the  
28 Receiving Party;

1 (c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
4 (d) the court and its personnel;  
5 (e) court reporters and their staff;  
6 (f) professional jury or trial consultants, mock jurors, and Professional  
7 Vendors to whom disclosure is reasonably necessary for this Action and who have  
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
9 (g) the author or recipient of a document containing the information or a  
10 custodian or other person who otherwise possessed or knew the information;  
11 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
12 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
13 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
14 they will not be permitted to keep any confidential information unless they sign the  
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
16 agreed by the Designating Party or ordered by the court. Pages of transcribed  
17 deposition testimony or exhibits to depositions that reveal Protected Material may  
18 be separately bound by the court reporter and may not be disclosed to anyone  
19 except as permitted under this Stipulated Protective Order;  
20 (i) any mediator or settlement officer, and their supporting personnel,  
21 mutually agreed upon by any of the Parties engaged in settlement discussions; and  
22 (j) where Plaintiffs are disclosing any information or item to the Attorney  
23 General of the United States pursuant to 12 U.S.C. § 5566 or to any Law  
24 Enforcement Personnel pursuant to 12 CFR Part 1070, and subject to the  
25 requirements in section 7 herein.

26 6.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
27 ONLY” Information or Items. Unless otherwise ordered by the court or permitted  
28 in writing by the Designating Party, a Receiving Party may disclose any

1 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEY  
2 EYES ONLY” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
4 as employees of said Outside Counsel of Record to whom it is reasonably  
5 necessary to disclose the information for this Action;

6 (b) House Counsel of the Receiving Party to whom disclosure is reasonably  
7 necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom  
9 disclosure is reasonably necessary for this Action and who have signed the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional  
14 Vendors to whom disclosure is reasonably necessary for this Action and who have  
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
20 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
21 they will not be permitted to keep any confidential information unless they sign the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
23 agreed by the Designating Party or ordered by the court. Pages of transcribed  
24 deposition testimony or exhibits to depositions that reveal Protected Material may  
25 be separately bound by the court reporter and may not be disclosed to anyone  
26 except as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,  
28 mutually agreed upon by any of the Parties engaged in settlement discussions.

1     7.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2     IN OTHER LITIGATION

3             If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action, as  
5 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
6 ONLY,” that Party must:

7             (a) promptly notify in writing the Designating Party. Such notification shall  
8 include a copy of the subpoena or court order;

9             (b) promptly notify in writing the party who caused the subpoena or order to  
10 issue in the other litigation, or the U.S. Attorney General, Law Enforcement  
11 Personnel or other government agency personnel who will receive such Protected  
12 Material, that some or all of the material covered by the subpoena or order is  
13 subject to this Protective Order. Such notification shall include a copy of this  
14 Stipulated Protective Order; and

15            (c) cooperate with respect to all reasonable procedures sought to be pursued  
16 by the Designating Party whose Protected Material may be affected. If the  
17 Designating Party timely seeks a protective order, the Party served with the  
18 subpoena or court order shall not produce any information designated in this action  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES  
20 ONLY,” before a determination by the court from which the subpoena or order  
21 issued, unless the Party has obtained the Designating Party’s permission. The  
22 Designating Party shall bear the burden and expense of seeking protection in that  
23 court of its confidential material and nothing in these provisions should be  
24 construed as authorizing or encouraging a Receiving Party in this Action to  
25 disobey a lawful directive from another court.

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1 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS ACTION

3 (a) The terms of this Order are applicable to information produced by a  
4 Non- Party in this Action and designated as “CONFIDENTIAL.” Such  
5 information produced by Non-Parties in connection with this Action is protected  
6 by the remedies and relief provided by this Order. Nothing in these provisions  
7 should be construed as prohibiting a Non-Party from seeking additional  
8 protections.

9 (b) In the event that a Party is required, by a valid discovery request to  
10 produce a Non-Party’s confidential information in its possession, and the Party is  
11 subject to an agreement with the Non-Party not to produce the Non-Party’s  
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that  
14 some or all of the information requested is subject to a confidentiality agreement  
15 with a Non-Party;(2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and (3) make the information  
18 requested available for inspection by the Non-Party, if requested.

19 (c) If the Non-Party fails to seek a protective order from this court within 14  
20 days of receiving the notice and accompanying information, the Receiving Party  
21 may produce the Non-Party’s confidential information responsive to the discovery  
22 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
23 not produce any information in its possession or control that is subject to the  
24 confidentiality agreement with the Non-Party before a determination by the court.  
25 Absent a court order to the contrary, the Non-Party shall bear the burden and  
26 expense of seeking protection in this court of its Protected Material.

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28 ///

1 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
7 the person or persons to whom unauthorized disclosures were made of all the terms  
8 of this Order, and (d) request such person or persons to execute the  
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
10 A.

11 10. MISCELLANEOUS

12 10.1 Right to Further Relief. Nothing in this Order abridges the right of  
13 any person to seek its modification by the Court in the future.

14 10.2 Right to Assert Other Objections. By stipulating to the entry of this  
15 Protective Order, no Party waives any right it otherwise would have to object to  
16 disclosing or producing any information or item on any ground not addressed in  
17 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
18 any ground to use in evidence of any of the material covered by this Protective  
19 Order.

20 10.3 Filing Protected Material. Without written permission from the  
21 Designing Party or a Court order, a Party may not file in the public record in this  
22 Action any Protected Material. A Party that seeks to file under seal any Protected  
23 Material must comply with Local Civil Rule 79-5. Protected Material may only be  
24 filed under seal pursuant to a court order authorizing the sealing of the specific  
25 Protected Material at issue. The fact that a document has been designated under  
26 this Order is insufficient to justify filing under seal. Instead, Parties must explain  
27 the basis for confidentiality of each document sought to be filed under seal.

28 Because a Party other than the designator will often be seeking to file designated

1 material, cooperation between the Parties in preparing, and in reducing the number  
2 and extent of, requests for under seal filing is essential. If a Party's request to file  
3 Protected Material under seal is denied by the court, then the Receiving Party may  
4 file the information in the public record unless otherwise instructed by the court.

5 11. FINAL DISPOSITION

6 The confidentiality obligations imposed by this Order shall remain in effect  
7 until a Designating Party agrees otherwise in writing, a court order otherwise  
8 directs or the Action reaches final disposition. Final disposition shall be deemed to  
9 be the later of (1) dismissal of all claims and defenses in this action, with or  
10 without prejudice; and (2) final judgment herein after the completion and  
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
12 including the time limits for filing any motions or applications for extension of  
13 time pursuant to applicable law.

14 After the final disposition of this Action, within 60 days of a written request  
15 by the Designating Party, each Receiving Party must return all Protected Material  
16 to the Producing Party or destroy such material or retain such material in  
17 compliance with federal recordkeeping requirements in a manner that ensures the  
18 confidentiality of the material. As used in this subdivision, "all Protected Material"  
19 includes all copies, abstracts, compilations, summaries, and any other format  
20 reproducing or capturing any of the Protected Material except as required to  
21 comply with federal recordkeeping requirements. Whether the Protected Material  
22 is returned or destroyed, the Receiving Party must submit a written certification to  
23 the Producing Party (and, if not the same person or entity, to the Designating  
24 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)  
25 all the Protected Material that was returned or destroyed and (2) affirms that the  
26 Receiving Party has not retained any copies, abstracts, compilations, summaries, or  
27 any other format reproducing or capturing any of the Protected Material.

28 Notwithstanding this provision, Counsel are entitled to retain an archival copy of

1 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
2 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
3 work product, and consultant and expert work product, even if such materials  
4 contain Protected Material. Any such archival copies that contain or constitute  
5 Protected Material remain subject to this Protective Order.

6 12. VIOLATION

7 Any violation of this Order may be punished by appropriate measures  
8 including, without limitation, contempt proceedings and monetary sanctions.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

10  
11 Dated: May 2, 2018

**ABIR COHEN TREYZON SALO, LLP**

12 By \_\_\_\_/s/\_\_\_\_\_  
13 Attorneys for Plaintiffs TIFFANY  
14 BURTON and CHARLES BURTON

15  
16 Dated: May 2, 2018

**ACKER & WHIPPLE**



17 By\_\_\_\_\_  
18 STEPHEN ACKER  
19 BRADLEY P. CHILDERS  
20 MITCHELL DAO

21 Attorneys for NUTRIBULLET, L.L.C.,  
22 CALL TO ACTION, L.L.C, CAPITAL  
23 BRANDS, L.L.C., HOMELAND  
24 HOUSEWARES, L.L.C and  
25 NUTRILIVING, L.L.C

26 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

27 DATED: 5/3/2018



28 Alexander F. MacKinnon  
United States Magistrate Judge

**EXHIBIT "A"**

**ACKNOWLEDGEMENT OF AND AGREEMENT TO BE BOUND BY  
STIPULATION AND PROTECTIVE ORDER**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ [date] in the case of *Tiffany  
Burton, et al. v. Nutribullet, L.L.C., et al.* Case No. 2:17-cv-03358-DMG-AFM , I  
agree to comply with and to be bound by all the terms of this Protective Order, and  
I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment for contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Protective Order to  
any person or entity except in strict compliance with this Order. I further agree to  
submit to the jurisdiction of the United States District Court for the Central District  
of California for the purpose of enforcing this Order, even if such enforcement  
proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address]  
and \_\_\_\_\_ [telephone number] as my California agent for  
service of process in connection with this action or any proceedings related to  
enforcement of this Order.

Date: \_\_\_\_\_  
City and State where sworn and signed

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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COUNTY OF LOS ANGELES )

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